EXECUTORS AND ADMINISTRATORS — ADMINISTRATION — EFFECT OF APPOINTMENT OF DEBTOR AS EXECUTOR ON INCOMPLETE RELEASE OF DEBT. — The testator appointed the defendant, who owed him a sum of money, as his executor. In his account book the testator had made an entry which he intended as a release of the debt. *Held*, that the appointment of the debtor as executor perfects the release. *In re Pink*, [1912] 2 Ch. 528. See NOTES, p. 445.

INFANTS — CONTRACTS AND CONVEYANCES — LIABILITY ON EXECUTORY CONTRACT FOR NECESSARIES. — The defendant, a nineteen-year-old billiard expert, agreed to accompany the plaintiff, a noted champion, on an exhibition tour. The defendant promised to pay all the expenses and probably expected instruction in the game. The defendant repudiated the contract. *Held*, that the plaintiff may recover. *Roberts* v. *Gray*, 57 Sol. J. 143 (Eng., Ct. App., Dec., 1912).

In this country instruction of various sorts has been considered necessary to an infant. *Glover & Co.* v. *Adm'r of Ott*, 1 McCord (S. C.) 572. See *Wallin* v. *Highland Park Co.*, 127 Ia. 131, 132, 102 N. W. 839. But in other cases various sorts of instruction have been found unwarranted by the infant's circumstances. *Middlebury College* v. *Chandler*, 16 Vt. 683; *International Text Book Co.* v. *Connelly*, 206 N. Y. 188, 99 N. E. 722. English courts are more liberal than ours in respect to necessaries. *Clyde Cycle Co.* v. *Hargreaves*, 78 L. T. R. 296; *Pyne* v. *Wood*, 145 Mass. 558, 14 N. E. 775. Consequently the principal case may be justified in holding instruction in billiards necessary. But an infant's liability for necessaries is properly quasi-contractual. *Locke* v. *Smith*, 41 N. H. 346; *International Text Book Co.* v. *Alberton*, 30 Oh. Circ. Ct. 352. See 7 HARV. L. REV. 72–73. Consequently, if no value has been given, as in an executory contract, there is no basis for recovery. *Mauldin* v. *Southern Shorthand, etc. University*, 3 Ga. App. 800, 60 S. E. 358; *Gregory* v. *Lee*, 64 Conn. 407, 30 Atl. 53. But see *International Text Book Co.* v. *Connelly*, 206 N. Y. 188, 194, 102 N. E. 722, 725. Some courts, indeed, would allow an action on the contract, limiting however the amount of recovery to the reasonable value of the part performed. *Askey* v. *Williams*, 74 Tex. 294, 11 S. W. 1101. See *Cooper* v. *State*, 37 Ark. 421, 425. But such cases do not warrant recovery on a contract still unexecuted. *Peck* v. *Cain*, 27 Tex. Civ. App. 38, 63 S. W. 177. In England an infant is bound by an executory contract to serve another, if the contract would tend to benefit him. *Clements* v. *London & N. W. Ry. Co.*, [1894] 2 Q. B. 482. The principal case applies this doctrine to a contract for necessaries. But it is not so essential for the protection of an infant that he be forced to keep his executory contracts for future necessaries, as it is in the case of contracts of service. The American rule therefore seems preferable.

INJUNCTIONS — RESTRAINING PUBLIC OFFICERS AT SUIT OF TAXPAYER. — At the suit of a taxpayer, the Secretary of State was enjoined from submitting to popular vote a proposed constitutional amendment which lacked the required number of votes in the legislature. *Held*, that the injunction was proper. *Crawford* v. *Gilchrist*, 59 So. 963 (Fla.).

The jurisdiction of equity to protect a taxpayer against the misappropriation of public funds is generally conceded. *Crampton* v. *Zabriskie*, 101 U. S. 601; *City of Chicago* v. *Nichols*, 177 Ill. 97, 52 N. E. 359. The doctrine of the relief seems to be to prevent the breach of a public trust. See *Adams* v. *Brennan*, 177 Ill. 194, 198, 52 N. E. 314, 316; *City of New London* v. *Brainard*, 22 Conn. 552, 556. Public policy, on the other hand, and the theory of the distribution of governmental powers obviously require extreme caution in interfering with a public election or enjoining a state official. *Walton* v. *Develing*, 61 Ill. 201; *Mississippi* v. *Johnson*, 4 Wall. (U. S.) 475. On these

grounds some courts exclude equity jurisdiction entirely. *People ex rel. O'Reilly* v. *Mills*, 30 Colo. 262, 70 Pac. 322; *Scott* v. *James*, 7 Va. App. 158. See *State ex rel. Cranmer* v. *Thorson*, 9 S. D. 149, 68 N. W. 202. But when, as in the principal case, the official act is purely ministerial, these considerations of public policy should more properly affect not the jurisdiction of equity, but its exercise. *Mott* v. *Pennsylvania R. Co.*, 30 Pa. St. 9. If the threatened injury to the taxpayer is indisputable, it may more than balance the public policy. But if in the principal case the bulk of the expenses had already been incurred, the prospective injury to the individual taxpayer might seem too slight to warrant the injunction.

INTERSTATE COMMERCE — CONTROL BY CONGRESS — EFFECT OF CARMACK AMENDMENT ON CONTRACTS LIMITING LIABILITY OF CARRIERS. — A contract for an interstate shipment limited the carrier's liability for loss of the goods from any cause to the value declared. By the state law such a contract was void, but it was valid by the law of the federal courts. The Carmack Amendment to the Interstate Commerce Act imposed liability upon the initial carrier for any loss caused by it or other carriers, and forbade contracting out of this liability, with the proviso that the shipper should not be deprived of any remedy he had under existing law. *Held*, that the contract is valid. *Adams Express Co.* v. *Croninger*, 226 U. S. 491, 33 Sup. Ct. 148.

The amendment does not forbid limitation of liability from negligence to a fair valuation. *Greenwald* v. *Barrett*, 199 N. Y. 170, 92 N. E. 218; *Carpenter* v. *United States Express Co.*, 139 N. W. 154 (Minn., 1912). *Contra, Kansas City Southern Ry. Co.* v. *Carl*, 91 Ark. 97, 121 S. W. 932. The proviso is interpreted as superfluous, or as referring only to federal law, since otherwise the uniformity of regulation desired would be defeated and variation in state rules would amount to discrimination among shippers in the different states. *Cf. Texas & Pacific Ry. Co.* v. *Abilene Cotton Oil Co.*, 204 U. S. 426, 27 Sup. Ct. 350. The question then is whether the amendment supersedes state laws as to limitation of liability and leaves the federal law. Before this amendment, the Interstate Commerce Act did not affect the states' jurisdiction on this subject. *Chicago, M. & St. P. Ry. Co.* v. *Solan*, 169 U. S. 133, 18 Sup. Ct. 289; *Pennsylvania R. Co.* v. *Hughes*, 191 U. S. 477, 24 Sup. Ct. 132. The authorization of the Interstate Commerce Commission to control a particular subject in absence of its action does not prevent state regulation. *Missouri Pacific Ry. Co.* v. *Larrabee Flour Mills Co.*, 211 U. S. 612, 24 Sup. Ct. 214; *St. Louis, I. M. & S. Ry.* v. *Edwards*, 94 Ark. 394, 127 S. W. 713. Where the Commission has defined certain acts as discriminatory, the state may define others as discriminatory. *Puritan Coal Mining Co.* v. *Pennsylvania R. Co.*, 237 Pa. St. 420, 85 Atl. 426. Federal interstate regulation has not deprived states of power to regulate size of train crews, payment of wages, or to penalize delay. *Pittsburg, C., C. & St. L. Ry.* v. *State*, 172 Ind. 147, 87 N. E. 1034; *State* v. *Missouri Pacific R. Co.*, 147 S. W. 118 (Mo., 1912); *Traynham* v. *Charleston & West Carolina Ry.*, 71 S. E. 813 (S. C., 1911). A clear intention to suspend state power must be manifest. See *Reid* v. *Colorado*, 187 U. S. 137, 148, 23 Sup. Ct. 92, 96. But it is not necessary that the state statute be inconsistent with the federal statute to be invalid. *Southern Ry.* v. *Reid*, 222 U. S. 424, 32 Sup. Ct. 140. But *cf. Martin* v. *Oregon R. & Navigation Co.*, 58 Or. 198, 113 Pac. 16. And in the principal case the federal statute would seem to show an intent to occupy the entire field so as to exclude the state. *Contra, Elliott* v. *Atlantic Coast Line R. Co.*, 75 S. E. 886 (S. C., 1912); *J. M. Pace Mule Co.* v. *Seaboard Air Line R. Co.*, 76 S. E. 513 (N. C., 1912).

INTERSTATE COMMERCE — CONTROL BY STATES — CONSTITUTIONALITY OF STATE STATUTE COMPELLING RACE SEGREGATION ON ALL TRAINS. — A state